

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

IN RE: LITTLE WASHINGTON  
FABRICATORS, INC.

CHAPTER 11  
BANKRUPTCY NO. 22-10695 (PMM)

LITTLE WASHINGTON  
FABRICATORS, INC.  
Plaintiff

Adv. No. 22-\_\_\_\_\_

v.  
BRUNSWICK BUILDERS LLC  
Defendant

**COMPLAINT**

Plaintiff, Little Washington Fabricators, Inc. ("LWF"), hereby states the following as its complaint and adversary claim against Defendant Brunswick Builders LLC:

1. LWF is a Pennsylvania business corporation maintaining its principal place of business at 52 Mill Street, Christiana, PA 17509.

2. On March 22, 2022, LWF filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code") in the United States Bankruptcy Court for the Eastern District of Pennsylvania at Case No. 22-10695.

3. Defendant Brunswick Builders LLC is a New Jersey business corporation maintaining a principal place of business at PO Box 7315, 533 Marc Drive, New Brunswick, NJ 08816.

4. Pursuant to 28 U.S.C. § 1334(b), this Court has "related to" jurisdiction over the claims set forth below, as their outcome could significantly alter LWF as debtor's rights, liabilities, options, or freedom of action (either positively or negatively) and which in any

way impacts upon the handling and administration of the bankrupt estate. *Pacor, Inc. v. Higgins*, 743 F.2d 984, 994 (3d Cir. 1984).

### **Facts**

5. LWF entered into a subcontract dated June 5, 2019 for furnishing, fabricating, delivering and installing certain structural steel and related components with Defendant for a project known as the ICHC New House of Worship, 304 Hwy 12, Flemington, NJ 08822, owned by the Islamic Center of Hunterdon County (the “ICHC Project”). A copy of the Subcontract between LWF and Defendant for the ICHC Project (hereinafter the “ICHC Subcontract”) is attached hereto as Exhibit A, and incorporated herein as if set forth at length.

6. LWF entered into a second subcontract dated June 17, 2019 for furnishing, fabricating, delivering and installing certain structural steel and related components with Defendant for a project known as the ISBR New House of Worship, 124 Church Street, Basking Ridge, NJ 07920, owned by the Islamic Society of Basking Ridge (the “ISBR Project”). A copy of the Subcontract between LWF and Defendant for the ISBR Project (hereinafter the “ISBR Subcontract”) is attached hereto as Exhibit B, and incorporated herein as if set forth at length.

7. LWF entered into a third subcontract dated August 19, 2019 for furnishing, fabricating, delivering and installing certain structural steel and related components with Defendant for a project known as the Sadiq School New Construction, 49 Cedar Grove Lane, Somerset, NJ 08873, owned by the Muslim Foundation, Inc. (the “Sadiq School Project”). A copy of the Subcontract between LWF and Defendant for the Sadiq School

Project (hereinafter the "Sadiq School Subcontract") is attached hereto as Exhibit C, and incorporated herein as if set forth at length.

8. In reliance upon the three Subcontracts, LWF continuously supplied labor, material and equipment to each through March 14, 2022, on which date LWF delivered certain materials per contract and inventoried and inspected the three Projects.

9. As of March 14, 2022, LWF had completed \$108,320.00 in work which was accepted and approved by Defendant and the owner at the ICHC Project. LWF's unpaid pay applications and account summary for the ICHC Project are attached hereto as Exhibit D and incorporated as if set forth at length.

10. As of March 14, 2022, LWF had completed \$78,239.20 in work which was accepted and approved by Defendant and the owner at the ISBR Project. LWF's unpaid pay applications and account summary for the ISBR Project are attached hereto as Exhibit E and incorporated as if set forth at length.

11. As of March 14, 2022, LWF had completed \$94,803.00 in work which was accepted and approved by Defendant and the owner at the Sadiq School Project. LWF's unpaid pay applications and account summary for the Sadiq School Project are attached hereto as Exhibit F and incorporated as if set forth at length.

12. Despite repeated demand, Defendant has failed and refused to pay LWF any portion of the \$281,362.20 due and owing from the three projects referenced above.

13. Defendant has provided no justification for withholding payment of the entire \$281,362.20 due for the three projects referenced above.

14. Despite repeated demand, Defendant has denied payment to LWF for its work at these Projects, leaving a principal balance due and owing of \$281,362.20, exclusive of attorneys' fees, costs, and statutory interest and penalties.

**COUNT I**

**BREACH OF CONTRACT**

**Little Washington Fabricators, Inc. v. Brunswick Builders LLC**

15. LWF incorporates its allegations from the paragraphs above as if set forth at length herein.

16. Despite demand, Defendant has failed and/or refused to pay LWF the open and unpaid balances due and owing, which failure constitutes a breach of contract.

17. All conditions prerequisite to LWF's entitlement to payment have been satisfied.

18. Defendant is liable to LWF in the sum of \$281,362.20, plus applicable pre- and post-judgment interest, attorneys' fees and costs.

**WHEREFORE**, Plaintiff demands judgment in its favor and against Defendant Brunswick Builders LLC in the sum of \$281,362.20 plus statutory attorneys' fees, pre- and post-judgment interest, costs and such other relief as the Court deems appropriate.

**COUNT II**

**NEW JERSEY PAYMENT ACT**

**Little Washington Fabricators, Inc. v. Brunswick Builders LLC**

19. LWF incorporates its allegations from the paragraphs above as if set forth at length herein.

20. Pursuant to the New Jersey Payment Act, N.J.S. 2A:90A-1, *et seq.*, a subcontractor is entitled to recover in addition to all sums due and owing, interest and reasonable attorneys' fees incurred in collecting on a valid, contractual obligation.

21. LWF requests leave of court to submit said items of damage at or following trial in order to properly calculate the additional damages due and owing as a result of Defendant's breach of contract.

**WHEREFORE**, Plaintiff demands judgment in its favor and against Defendant Brunswick Builders LLC in the sum of \$281,362.20 plus statutory attorneys' fees, pre- and post-judgment interest, costs and such other relief as the Court deems appropriate.

### **COUNT III**

#### **DETRIMENTAL RELIANCE/PROMISSORY ESTOPPEL**

#### **Little Washington Fabricators, Inc. v. Brunswick Builders LLC**

22. LWF incorporates its allegations from the paragraphs above as if set forth at length herein.

23. To the extent any portion of LWF's claim against Defendant is excluded from Count I, this Count III is pled in the alternative.

24. LWF relied to its detriment on the ongoing directives and consent of Defendant to LWF's provision of labor and materials, so that Defendant is estopped from denying the existence of the above-described payment obligations, including to the extent Defendant asserts that some portion of those obligations fell outside of or were otherwise waived under the Subcontract.

25. Defendant, among other things, conducted itself as if the above-described Subcontract was in full force and effect between it and LWF, as if all additional work directed by Defendant was authorized by Defendant and the owners of the Projects, and necessary and binding upon LWF; and in fact, Defendant accepted and utilized LWF's labor and materials in its construction on the Projects.


26. Based on Defendant's ongoing representations, LWF reasonably relied upon Defendant's continuing adherence to the Subcontract between the parties and upon Defendant's directives to perform – and approval and acceptance of – all additional work.

27. LWF did not breach any duties to Defendant which would bar LWF from asserting its right to recovery of all balances due in this matter.

**WHEREFORE**, Plaintiff demands judgment in its favor and against Defendant Brunswick Builders LLC in the sum of \$281,362.20 plus statutory attorneys' fees, pre- and post-judgment interest, costs and such other relief as the Court deems appropriate.

DATE: 5/13/22

**EASTBURN AND GRAY, PC**

By:   
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